



DAVID SANDERS,
PH.D.

Director

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

June 10, 2003

REVISED

Board of Supervisors

GLORIA MOLINA

First District

YVONNE BRATHWAITE

BURKE

Second District

ZEV YAROSLAVSKY

Third District

DON KNABE

Fourth District

MICHAEL D. ANTONOVICH

Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**REQUEST TO APPROVE AMENDMENTS TO RENEW 40 AGREEMENTS WITH
33 COMMUNITY FAMILY PRESERVATION NETWORK AGENCIES
(All Supervisorial Districts) (3 Votes)**

**JOINT RECOMMENDATION WITH THE DIRECTOR OF MENTAL HEALTH AND THE
CHIEF PROBATION OFFICER THAT YOUR BOARD:**

1. Approve for Fiscal Year (FY) 2003-04 the allocations set forth in Attachment A with 40 Community Family Preservation Network (CFPN) agencies and Form Amendments ("Amendments"), Attachments B, C, D, E, F and G. The Amendments will extend the 40 CFPN Agreements with the agencies listed in Attachment A for one year, effective July 1, 2003, through June 30, 2004, as provided in the Agreements. The CFPN agencies provide integrated community-based services to protect children by strengthening and preserving families whose children are at risk. The available funding from all sources for the option year is \$23,133,775. The cost of CFPN services is financed using approximately \$16,193,642 (70%) in State/federal funding and \$6,940,133 (30%) in net County cost. Funding for CFPN services is included in the FY 2003-04 Proposed County Budget.
2. Delegate authority to the Director of the Department of Children and Family Services (DCFS), the Director of the Department of Mental Health (DMH), and the Chief Probation Officer to execute the Amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to extend 40 Agreements with 33 CFPN agencies for the provision of CFPN services in various Geographical Service Areas (GSAs) throughout Los Angeles County, effective July 1, 2003, through June 30, 2004.

On June 12, 2001, your Board approved a form agreement with 29 Lead Network Agencies resulting in 36 agreements. On January 22, 2002, your Board approved a form agreement with five agencies for the provision of CFPN services in GSA 15, 18, and 19. All the Agreements contain a one-year option to renew. If the option is not exercised, the Agreements will expire on June 30, 2003. Without approval of the recommended actions, CFPN services will no longer be available to County residents.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan. The continuation of CFPN services is consistent with all the implementation strategies of Goal #1, Service Excellence; Goal #3, Ensure that service delivery systems are efficient, effective, and goal-oriented; and Goal #5, Children and Families Well-Being, Improve the well-being of children and families in the County of Los Angeles as measured by achievements in the five outcome areas adopted by the Board: good health; economic well-being; safety and survival; emotional and social well-being; and education/workforce readiness.

FISCAL IMPACT/FINANCING

The cost of the CFPN services for the 40 agreements listed on Attachment A in FY 2003-04 is \$23,133,775 and includes \$16,193,642 in State/federal funding and \$6,940,133 in net County cost. The FY 2003-04 Proposed County Budget includes funding for these services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 12, 2001, your Board approved a form agreement with 29 Lead Network Agencies. On January 22, 2002, your Board approved an additional 5 agencies. These actions resulted in 41 agreements with 34 Lead Network Agencies providing CFPN services in various GSAs throughout Los Angeles County. ChildNet Youth and Family Services, Inc. has since terminated its CFPN agreement. There was no reduction in CFPN service due to the ChildNet termination. Therefore, there are currently 40 Agreements. These Agreements will expire on June 30, 2003.

To date, there have been six (6) amendments to various individual CFPN Agreements:

- The first form amendment increased funding in FY 2001-02 to 25 agencies to compensate them for providing CFPN services to additional families.
- The second amendment increased funding to one agency from July 1, 2001 through June 30, 2003. The Amendment was needed due to an increase in families to be served.
- The third form amendment was needed to reduce the funding allocation to all CFPN agencies due to the \$1.5 million shortfall in CalWORKs Single Allocation funding.
- The fourth amendment increased funding to two agencies from January 21, 2003 through June 30, 2003. The Amendment was needed due to an increase in families to be served.

The fifth amendment increased funding in FY 2002-03 to one agency to compensate contractor for providing CFPN services to additional families.

The sixth amendment increased funding in FY 2002-03 to 25 agencies to compensate them for providing CFPN services to additional families.

Due to the various effective dates of the Agreements and the number of Amendments that affected each Agreement, there are six versions of this Form Amendment to renew/extend the contract period. The amendments include any new Board mandated contract provisions not included in the original Agreements or subsequent Amendments.

Certain insurance requirements for subcontractors have been waived under particular circumstances, as provided by the County's Chief Administrative Officer's Risk Manager.

Attachment B is an amendment to agreements effective July 1, 2001, through June 30, 2003, with one current amendment.

Attachment C is an amendment to agreements effective July 1, 2001, through June 30, 2003, with two current amendments.

Attachment D is an amendment to agreements effective July 1, 2001, through June 30, 2003, with three current amendments.

Attachment E is an amendment to agreements effective July 1, 2001, through June 30, 2003, with four current amendments.

Attachment F is an amendment to agreements effective January 22, 2002, through June

30, 2003, with one current amendment.

Attachment G is an amendment to agreements effective January 22, 2002, through June 30, 2003, with two current amendments.

The CFPN agencies and their corresponding Amendment are listed in Attachment A. The recommended CFPN agencies are compliant with all Board, Chief Administrative Officer, and County Counsel requirements. Previous amendments to the CFPN contracts expressly provide that the County has no obligation to pay for expenditures beyond the contract amount. Further, the contractor will not be asked to perform services that exceed the contract amount, scope of work, or contract dates.

The Board letter has been reviewed and approved by County Counsel and the CAO. The Form Amendment has been reviewed and approved as to form by County Counsel. Upon execution of the Amendments, the Board and CAO will be notified within 15 workdays of execution.

CONTRACTING PROCESS

There was no additional contracting process associated with the recommended actions.

IMPACT ON CURRENT SERVICES

Approval of these amendments will allow CFPN agencies to provide comprehensive, integrated, community-based and collaborative services to families experiencing problems in family functioning that are characterized by child abuse, neglect or exploitation.

CONCLUSION

Upon Board approval, it is requested that the Executive Officer-Clerk of the Board send a copy of the adopted Board Letter and any attachments to:

- | | |
|---|---|
| 1. Dept of Children and Family Services
Contracts Administration
Attention: Walter Chan, Manager
425 Shatto Place, Room 205
Los Angeles, CA 90020 | 2. Marvin Southard, Director
Department of Mental Health
550 S. Vermont Ave., 12 th Floor
Los Angeles, CA 90020 |
| 3. Richard Shumsky, Chief Probation Officer
Probation Department
9150 East Imperial Hwy, Rm. B/82
Downey, CA 90242 | 4. Office of the County Counsel
Attn: Rose Belda
Principal Deputy County Counsel
201 Centre Plaza Drive
Ground Floor
Monterey Park, CA 91754 |

Respectfully submitted,

Signature on File

DAVID SANDERS, PH.D.
Director, Department of
Children and Family Services

Signature on File

RICHARD SHUMSKY
Chief Probation Officer
Probation Department

Signature on File

MARVIN SOUTHARD
Director
Department of Mental Health

DS:RS:rl

Attachments (7)

c: Chief Administrative Officer

**COMMUNITY FAMILY PRESERVATION NETWORK
FY 2003/2004 Funding Allocation**

Agency Name		GSA	FY 2003-04 Allocation	Attachment
1.	Antelope Valley Child Abuse Center. Db: Children's Ctr. Of Antelope Valley	9	\$ 530,370.63	D
2.	Assistance League of Southern Calif.	17	\$ 828,094.16	B
3.	Assistance League of Southern Calif.	19	\$ 337,634.68	F
4.	Bienvenidos Children's Ctr., Inc. (1)	1	\$ 458,138.20	B
5.	Bienvenidos Children's Ctr., Inc. (16)	16	\$ 448,314.19	B
6.	Boys & Girls Club of SFV (3)	3	\$ 631,574.54	D
7.	Boys & Girls Club of SFV (19)	19	\$ 316,083.07	G
8.	Boys & Girls Club of Baldwin Park Db: East Valley Boys & Girls Club	20	\$ 822,950.66	C
9.	California Hospital Medical Center	10	\$ 436,828.90	D
10.	Cambodian Association of America	4	\$ 841,730.01	C
11.	Child and Family Center	3	\$ 358,849.13	B
12.	Children's Institute International	10	\$ 436,828.90	D
13.	Children's Institute International	11	\$ 381,320.11	C
14.	Children's Institute International	12	\$ 328,801.43	C
15.	City of Long Beach	4	\$ 906,202.59	D
16.	Drew Child Development	6	\$ 574,319.95	D
17.	El Centro Del Pueblo	2	\$ 503,973.24	C
18.	Guidance Community Development	22	\$ 580,657.05	D
19.	Helpline Youth Counseling, Inc.	21	\$ 716,278.33	C
20.	Human Services Asso.	25	\$ 646,198.33	D
21.	Institute for Black Parenting	24	\$ 444,197.14	D
22.	Inst. For Max Human Potential	6	\$ 868,658.93	C
23.	Joint Efforts Inc.	12	\$ 335,948.98	D
24.	Olive Crest Treatment Centers	9	\$ 487,367.00	C
25.	Para Los Ninos	10	\$ 443,990.54	D
26.	Personal Involvement Center	6	\$ 997,881.13	D
27.	Plaza Community Center, Inc.	1	\$ 465,297.02	D
28.	Pomona Unified School District	7	\$ 649,290.81	C
29.	Project Impact, Inc.	23	\$ 376,690.30	D
30.	Shields for Families	5	\$ 934,257.50	E
31.	South Bay Alcohsm. Serv. Db: NCADD	11	\$ 374,124.66	D
32.	SPIRITT	13	\$ 704,428.66	D
33.	SPIRITT	15	\$ 409,667.08	F
34.	The Five Acres-The Boys and Girls Aid Society of Los Angeles County California	8	\$ 523,048.41	C
35.	Triangle Christian Services	6	\$ 940,449.04	D
36.	Westside Children's Center	14	\$ 506,028.01	C
37.	Youth Intervention Program (6)	6	\$ 1,119,923.85	D
38.	Youth Intervention Program (22)	22	\$ 630,837.34	B
39.	Santa Anita Family Services	18	\$ 520,457.41	F
40.	The University Corp, CSU Northridge	19	\$ 316,083.09	G
TOTAL			\$ 23,133,775.00	

AMENDMENT NUMBER TWO

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

FOR

**COMMUNITY FAMILY PRESERVATION
NETWORK SERVICES**

**AMENDMENT NUMBER TWO
TO COMMUNITY FAMILY PRESERVATION NETWORK SERVICES
AGREEMENT WITH**

THIS AMENDMENT NUMBER TWO ("Amendment") TO COMMUNITY FAMILY PRESERVATION NETWORK SERVICES AGREEMENT ADOPTED BY THE BOARD OF SUPERVISORS ON JUNE 12, 2001, IS MADE AND ENTERED INTO BY AND BETWEEN THE COUNTY OF LOS ANGELES, ("COUNTY"), AND _____, ("CONTRACTOR") FOR CONDUCT AND ADMINISTRATION OF COMMUNITY FAMILY PRESERVATION NETWORK SERVICES THIS _____ DAY OF _____ 2003.

WHEREAS, the purpose of this Amendment is to extend the Agreement for the option year as provided under the Agreement and to increase the Maximum Contract Sum to compensate CONTRACTOR for services performed during the option year; and

WHEREAS, the County of Los Angeles Board of Supervisors has delegated the authority to the Director of the Department of Children and Family Services, the Director of the Department of Mental Health and the Chief Probation Officer to exercise the option to extend the Agreement for one year,

NOW THEREFORE, COUNTY and CONTRACTOR mutually agree to extend the Agreement for the option year effective July 1, 2003 through June 30, 2004 and amend the following sections as follows:

1. Section 1.0, **APPLICABLE DOCUMENTS**, Subsection 1.2 is amended in part to read as follows:

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P-1, P-2, P-3, P-4, P-5, P-6, P-7, P-8, P-9, P-10, Q, R, S, T and U set forth below are attached to and incorporated by reference in this Agreement.

2. Section 1.0, **APPLICABLE DOCUMENTS**, Subsection 1.3 is amended to add Exhibit U titled as follows:

Exhibit U -Safely Surrendered Baby Law Fact Sheet

3. Section **3.0, TERM AND TERMINATION**, is amended in part to add Subsection 3.1 as follows:

3.1 If exercised, the one-year extension period shall commence on July 1, 2003 and continue through June 30, 2004 unless terminated earlier as provided in the Agreement.

4. Section **4.0, CONTRACT SUM**, is amended in part to add subsection 4.2.2 as follows:

4.2.2 The Maximum Annual Contract Sum shall not exceed \$ _____ for the one-year extension period effective July 1, 2003 through June 30, 2004.

5. Section **9.0, GENERAL INSURANCE REQUIREMENTS**, is amended in part to add Subsection 9.7 as follows:

9.7 A COUNTY program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist CONTRACTOR/Subcontractor(s) in obtaining affordable liability insurance. The SPARTA Program is administered by the COUNTY's insurance broker, Municipality Insurance Services, Inc. For additional information, CONTRACTOR/Subcontractor may call 800 420-0555 or contact SPARTA through their e-mail address: /http://www.2sparta.com/.

6. Section **10.0, INSURANCE COVERAGE REQUIREMENTS**, is amended in part to read:

10.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$3 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

10.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

NOTE: Automobile Liability insurance is not required from CONTRACTOR or Subcontractor(s) who do not transport clients or use an automobile in the performance of any Contract services/requirements. Notwithstanding any provision contained in this Agreement, CONTRACTOR and Subcontractor(s) shall be required to maintain all automobile insurance requirements required by state law.

10.3 Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act,

Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

NOTE: Worker's Compensation and Employer's Liability insurance is not required from CONTRACTOR or Subcontractor(s) who are a sole proprietor or is otherwise not required to maintain such insurance by state law.

- 10.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

- 10.5 Property Coverage: Such insurance shall be endorsed naming the COUNTY of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

Personal Property: Automobiles and Mobile Equipment – Special form (“all risk”) coverage for the actual cash value of COUNTY-owned or leased property.

Real Property and All Other Personal Property – Special form (“all-risk”) coverage for the full replacement value of COUNTY-owned or leased property.

NOTE: Property Coverage is not required from CONTRACTOR or Subcontractor(s) who are not entrusted with COUNTY owned or leased property.

- 10.6 Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Agreement, and naming the COUNTY as loss payee.

Employee Dishonesty:	\$ 100,000
Forgery or Alteration:	\$ 100,000
Theft, Disappearance and Destruction:	\$ 100,000
Computer Fraud:	\$ 100,000
Burglary and Robbery:	\$ 100,000

7. Section 58.0, **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**, is added to read as follows:

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit U of this contract and is also available on the Internet at www.babysafela.org for printing purposes.

8. Section 59.0, **CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**, is added to read as follows:

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

9. Exhibit A, **STATEMENT OF WORK**, is amended to read as follows prior to the INTRODUCTION:

PREAMBLE

For nearly a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY's contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The COUNTY of Los Angeles' Vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that

promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan, which includes the five following goals: 1) Service Excellence, 2) Workforce Excellence, 3) Organizational Effectiveness, 4) Fiscal Responsibility, and 5) Children and Families' Well-Being. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the COUNTY's outcomes of well-being for children and families, consensus has emerged among COUNTY and community leaders that making substantial improvements in integrating the COUNTY's health and human services system is necessary to significantly move toward achieving these outcomes. The COUNTY has also established the values and goals for guiding this effort to integrate the health and human services delivery system.

The COUNTY, its clients, contracting partners, and the community are working together to develop practical ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following **Customer Service And Satisfaction Standards** in support of improving outcomes for children and families.

- **Personal Service Delivery**

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

- **Service Access**

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

- **Service Environment**

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. SIGNATURES BELOW INDICATE ACCEPTANCE AND AGREEMENT TO THIS AMENDMENT.

**AMENDMENT NUMBER TWO TO COMMUNITY FAMILY PRESERVATION
NETWORK SERVICES AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND
_____ FOR CONDUCT AND ADMINISTRATION OF
COMMUNITY FAMILY PRESERVATION NETWORK SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number Two to be subscribed on its behalf by the Director of the Department of Children and Family Services, the Director of Mental Health, and the Chief Probation Officer and the CONTRACTOR has subscribed the same through its authorized officers, the day, month and year first above written. The persons signing on behalf of CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

CONTRACTOR

DAVID SANDERS, PH.D.
DIRECTOR, DEPARTMENT OF
CHILDREN AND FAMILY SERVICES

BY _____

PRINT OR TYPE NAME

MARVIN SOUTHARD
DIRECTOR, DEPARTMENT OF
MENTAL HEALTH

TITLE

RICHARD SHUMSKY
CHIEF PROBATION OFFICER
PROBATION DEPARTMENT

BY _____

PRINT OR TYPE NAME

APPROVED AS TO FORM BY THE
OFFICE OF COUNTY COUNSEL
LLOYD W. PELLMAN, County Counsel

TITLE

TAX ID NUMBER _____

Senior Deputy County Counsel

AMENDMENT NUMBER THREE

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

FOR

**COMMUNITY FAMILY PRESERVATION
NETWORK SERVICES**

**AMENDMENT NUMBER THREE
TO COMMUNITY FAMILY PRESERVATION NETWORK SERVICES
AGREEMENT WITH**

THIS AMENDMENT NUMBER THREE ("Amendment") TO COMMUNITY FAMILY PRESERVATION NETWORK SERVICES AGREEMENT, ADOPTED BY THE BOARD OF SUPERVISORS ON JUNE 12, 2001 ("Agreement"), IS MADE AND ENTERED INTO BY AND BETWEEN THE COUNTY OF LOS ANGELES, ("COUNTY") AND _____ ("CONTRACTOR") FOR CONDUCT AND ADMINISTRATION OF COMMUNITY FAMILY PRESERVATION NETWORK SERVICES THIS _____ DAY OF _____ 2003.

WHEREAS, the purpose of this Amendment is to extend the Agreement for the option year as provided for under the Agreement and to increase the Maximum Contract Sum to compensate CONTRACTOR for services performed during the extension period effective July 1, 2003 through June 30, 2004; and

WHEREAS, the County of Los Angeles Board of Supervisors has delegated the authority to the Director of the Department of Children and Family Services, the Director of the Department of Mental Health and the Chief Probation Officer to exercise the option to extend the Agreement for one year,

NOW THEREFORE, COUNTY and CONTRACTOR mutually agree to extend the Agreement for the option year effective July 1, 2003 through June 30, 2004 and amend the following sections as follows:

1. Section 1.0, **APPLICABLE DOCUMENTS**, Subsection 1.2 is amended in part to read as follows:

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P-1, P-2, P-3, P-4, P-5, P-6, P-7, P-8, P-9, P-10, Q, R, S, T and U set forth below are attached to and incorporated by reference in this Agreement.
2. Section 1.0, **APPLICABLE DOCUMENTS**, Subsection 1.3 is amended to add Exhibit U titled as follows:

Exhibit U -Safely Surrendered Baby Law Fact Sheet
3. Section **3.0, TERM AND TERMINATION**, is amended in part to add Subsection 3.1 as follows:
 - 3.1 If exercised, the one-year extension period shall commence on July 1, 2003 and continue through June 30, 2004 unless terminated earlier as provided in the Agreement.

4. Section **4.0, CONTRACT SUM**, is amended in part to add subsection 4.2.2 as follows:

4.2.2 The Maximum Annual Contract Sum shall not exceed \$ _____ for the one-year extension period effective July 1, 2003 through June 30, 2004.

5. Section **9.0, GENERAL INSURANCE REQUIREMENTS**, is amended in part to add Subsection 9.7 as follows:

9.7 A COUNTY program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist CONTRACTOR/Subcontractor(s) in obtaining affordable liability insurance. The SPARTA Program is administered by the COUNTY's insurance broker, Municipality Insurance Services, Inc. For additional information, CONTRACTOR/Subcontractor may call 800 420-0555 or contact SPARTA through their e-mail address: <http://www.2sparta.com/>.

6. Section **10.0, INSURANCE COVERAGE REQUIREMENTS**, is amended in part to read:

10.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$3 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

10.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

NOTE: Automobile Liability insurance is not required from CONTRACTOR or Subcontractor(s) who do not transport clients or use an automobile in the performance of any Contract services/requirements. Notwithstanding any provision contained in this Agreement, CONTRACTOR and Subcontractor(s) shall be required to maintain all automobile insurance requirements required by state law.

10.3 Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act,

Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

NOTE: Worker's Compensation and Employer's Liability insurance is not required from CONTRACTOR or Subcontractor(s) who are a sole proprietor or is otherwise not required to maintain such insurance by state law.

- 10.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

- 10.5 Property Coverage: Such insurance shall be endorsed naming the COUNTY of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

Personal Property: Automobiles and Mobile Equipment – Special form ("all risk") coverage for the actual cash value of COUNTY-owned or leased property.

Real Property and All Other Personal Property – Special form ("all-risk") coverage for the full replacement value of COUNTY-owned or leased property.

NOTE: Property Coverage is not required from CONTRACTOR or Subcontractor(s) who are not entrusted with COUNTY owned or leased property.

- 10.6 Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Agreement, and naming the COUNTY as loss payee.

Employee Dishonesty:	\$ 100,000
Forgery or Alteration:	\$ 100,000
Theft, Disappearance and Destruction:	\$ 100,000
Computer Fraud:	\$ 100,000
Burglary and Robbery:	\$ 100,000

7. Section 58.0, **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**, is added to read as follows:

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit U of this contract and is also available on the Internet at www.babysafela.org for printing purposes.

8. Section 59.0, **CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**, is added to read as follows:

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

9. Exhibit A, **STATEMENT OF WORK**, is amended to read as follows prior to the INTRODUCTION:

PREAMBLE

For nearly a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY's contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The COUNTY of Los Angeles' Vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that

promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan, which includes the five following goals: 1) Service Excellence, 2) Workforce Excellence, 3) Organizational Effectiveness, 4) Fiscal Responsibility, and 5) Children and Families' Well-Being. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the COUNTY's outcomes of well-being for children and families, consensus has emerged among COUNTY and community leaders that making substantial improvements in integrating the COUNTY's health and human services system is necessary to significantly move toward achieving these outcomes. The COUNTY has also established the values and goals for guiding this effort to integrate the health and human services delivery system.

The COUNTY, its clients, contracting partners, and the community are working together to develop practical ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

- **Personal Service Delivery**

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

- **Service Access**

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

- **Service Environment**

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. SIGNATURES BELOW INDICATE ACCEPTANCE AND AGREEMENT TO THIS AMENDMENT.

**AMENDMENT NUMBER THREE TO COMMUNITY FAMILY PRESERVATION
NETWORK SERVICES AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND
_____ FOR CONDUCT AND ADMINISTRATION OF
COMMUNITY FAMILY PRESERVATION NETWORK SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number Three to be subscribed on its behalf by the Director of the Department of Children and Family Services, the Director of Mental Health, and the Chief Probation Officer and the CONTRACTOR has subscribed the same through its authorized officers, the day, month and year first above written. The persons signing on behalf of CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

CONTRACTOR

DAVID SANDERS, PH.D.
DIRECTOR, DEPARTMENT OF
CHILDREN AND FAMILY SERVICES

BY _____

PRINT OR TYPE NAME

MARVIN J. SOUTHARD,
DIRECTOR, DEPARTMENT OF
MENTAL HEALTH

TITLE

RICHARD SHUMSKY
CHIEF PROBATION OFFICER
PROBATION DEPARTMENT

BY _____

PRINT OR TYPE NAME

APPROVED AS TO FORM BY THE
OFFICE OF COUNTY COUNSEL
LLOYD W. PELLMAN, County Counsel

TITLE

TAX ID NUMBER _____

Senior Deputy County Counsel

AMENDMENT NUMBER FOUR

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

FOR

**COMMUNITY FAMILY PRESERVATION
NETWORK SERVICES**

**AMENDMENT NUMBER FOUR
TO COMMUNITY FAMILY PRESERVATION NETWORK SERVICES
AGREEMENT WITH**

THIS AMENDMENT NUMBER FOUR ("Amendment") TO COMMUNITY FAMILY PRESERVATION NETWORK SERVICES AGREEMENT, ADOPTED BY THE BOARD OF SUPERVISORS ON JUNE 12, 2001 ("Agreement"), IS MADE AND ENTERED INTO BY AND BETWEEN THE COUNTY OF LOS ANGELES, ("COUNTY") AND _____ ("CONTRACTOR") FOR CONDUCT AND ADMINISTRATION OF COMMUNITY FAMILY PRESERVATION NETWORK SERVICES THIS _____ DAY OF _____ 2003.

WHEREAS, the purpose of this Amendment is to extend the Agreement for the option year as provided for under the Agreement and to increase the Maximum Contract Sum to compensate CONTRACTOR for services performed during the extension period effective July 1, 2003 through June 30, 2004; and

WHEREAS, the County of Los Angeles Board of Supervisors has delegated the authority to the Director of the Department of Children and Family Services, the Director of the Department of Mental Health and the Chief Probation Officer to exercise the option to extend the Agreement for one year,

NOW THEREFORE, COUNTY and CONTRACTOR mutually agree to extend the Agreement for the option year effective July 1, 2003 through June 30, 2004 and amend the following sections as follows:

1. Section 1.0, **APPLICABLE DOCUMENTS**, Subsection 1.2 is amended in part to read as follows:

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P-1, P-2, P-3, P-4, P-5, P-6, P-7, P-8, P-9, P-10, Q, R, S, T and U set forth below are attached to and incorporated by reference in this Agreement.

2. Section 1.0, **APPLICABLE DOCUMENTS**, Subsection 1.3 is amended to add Exhibit U titled as follows:

Exhibit U -Safely Surrendered Baby Law Fact Sheet

3. Section **3.0, TERM AND TERMINATION**, is amended in part to add Subsection 3.1 as follows:

3.1 If exercised, the one-year extension period shall commence on July 1, 2003 and continue through June 30, 2004 unless terminated earlier as provided in the Agreement.

4. Section **4.0, CONTRACT SUM**, is amended in part to add subsection 4.2.2 as follows:

4.2.2 The Maximum Annual Contract Sum shall not exceed \$ _____ for the one-year extension period effective July 1, 2003 through June 30, 2004.

5. Section **9.0, GENERAL INSURANCE REQUIREMENTS**, is amended in part to add Subsection 9.7 as follows:

9.7 A COUNTY program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist CONTRACTOR/Subcontractor(s) in obtaining affordable liability insurance. The SPARTA Program is administered by the COUNTY's insurance broker, Municipality Insurance Services, Inc. For additional information, CONTRACTOR/Subcontractor may call 800 420-0555 or contact SPARTA through their e-mail address: <http://www.2sparta.com/>.

6. Section **10.0, INSURANCE COVERAGE REQUIREMENTS**, is amended in part to read:

10.1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$3 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

10.2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

NOTE: Automobile Liability insurance is not required from CONTRACTOR or Subcontractor(s) who do not transport clients or use an automobile in the performance of any Contract services/requirements. Notwithstanding any provision contained in this Agreement, CONTRACTOR and Subcontractor(s) shall be required to maintain all automobile insurance requirements required by state law.

10.3. Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act,

Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

NOTE: Worker's Compensation and Employer's Liability insurance is not required from CONTRACTOR or Subcontractor(s) who are a sole proprietor or is otherwise not required to maintain such insurance by state law.

- 10.4. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

- 10.5. Property Coverage: Such insurance shall be endorsed naming the COUNTY of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

Personal Property: Automobiles and Mobile Equipment – Special form ("all risk") coverage for the actual cash value of COUNTY-owned or leased property.

Real Property and All Other Personal Property – Special form ("all-risk") coverage for the full replacement value of COUNTY-owned or leased property.

NOTE: Property Coverage is not required from CONTRACTOR or Subcontractor(s) who are not entrusted with COUNTY owned or leased property.

- 10.6. Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Agreement, and naming the COUNTY as loss payee.

Employee Dishonesty:	\$ 100,000
Forgery or Alteration:	\$ 100,000
Theft, Disappearance and Destruction:	\$ 100,000
Computer Fraud:	\$ 100,000
Burglary and Robbery:	\$ 100,000

7. Section 58.0, **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**, is added to read as follows:

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit U of this contract and is also available on the Internet at www.babysafela.org for printing purposes.

8. Section 59.0, **CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**, is added to read as follows:

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

9. Exhibit A, **STATEMENT OF WORK**, is amended to read as follows prior to the INTRODUCTION:

PREAMBLE

For nearly a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY's contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The COUNTY of Los Angeles' Vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that

promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan, which includes the five following goals: 1) Service Excellence, 2) Workforce Excellence, 3) Organizational Effectiveness, 4) Fiscal Responsibility, and 5) Children and Families' Well-Being. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the COUNTY's outcomes of well-being for children and families, consensus has emerged among COUNTY and community leaders that making substantial improvements in integrating the COUNTY's health and human services system is necessary to significantly move toward achieving these outcomes. The COUNTY has also established the values and goals for guiding this effort to integrate the health and human services delivery system.

The COUNTY, its clients, contracting partners, and the community are working together to develop practical ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

- **Personal Service Delivery**

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

- **Service Access**

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

- **Service Environment**

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. SIGNATURES BELOW INDICATE ACCEPTANCE AND AGREEMENT TO THIS AMENDMENT.

**AMENDMENT NUMBER FOUR TO COMMUNITY FAMILY PRESERVATION
NETWORK SERVICES AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND
_____ FOR CONDUCT AND ADMINISTRATION OF
COMMUNITY FAMILY PRESERVATION NETWORK SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number Four to be subscribed on its behalf by the Director of the Department of Children and Family Services, the Director of Mental Health, and the Chief Probation Officer and the CONTRACTOR has subscribed the same through its authorized officers, the day, month and year first above written. The persons signing on behalf of CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

CONTRACTOR

DAVID SANDERS, PH.D.
DIRECTOR, DEPARTMENT OF
CHILDREN AND FAMILY SERVICES

BY _____

PRINT OR TYPE NAME

MARVIN J. SOUTHARD
DIRECTOR, DEPARTMENT OF
MENTAL HEALTH

TITLE

RICHARD SHUMSKY
CHIEF PROBATION OFFICER
PROBATION DEPARTMENT

BY _____

PRINT OR TYPE NAME

APPROVED AS TO FORM BY THE
OFFICE OF COUNTY COUNSEL
LLOYD W. PELLMAN, County Counsel

TITLE

Senior Deputy County Counsel

TAX ID NUMBER _____

AMENDMENT NUMBER FIVE

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

FOR

**COMMUNITY FAMILY PRESERVATION
NETWORK SERVICES**

**AMENDMENT NUMBER FIVE
TO COMMUNITY FAMILY PRESERVATION NETWORK SERVICES
AGREEMENT WITH**

THIS AMENDMENT NUMBER FIVE ("Amendment") TO COMMUNITY FAMILY PRESERVATION NETWORK SERVICES AGREEMENT, ADOPTED BY THE BOARD OF SUPERVISORS ON JUNE 12, 2001 ("Agreement"), IS MADE AND ENTERED INTO BY AND BETWEEN THE COUNTY OF LOS ANGELES, ("COUNTY") AND _____ ("CONTRACTOR") FOR CONDUCT AND ADMINISTRATION OF COMMUNITY FAMILY PRESERVATION NETWORK SERVICES THIS _____ DAY OF _____ 2003.

WHEREAS, the purpose of this Amendment is to extend the Agreement for the option year as provided for under the Agreement and to increase the Maximum Contract Sum to compensate CONTRACTOR for services performed during the extension period effective July 1, 2003 through June 30, 2004; and

WHEREAS, the County of Los Angeles Board of Supervisors has delegated the authority to the Director of the Department of Children and Family Services, the Director of the Department of Mental Health and the Chief Probation Officer to exercise the option to extend the Agreement for one year,

NOW THEREFORE, COUNTY and CONTRACTOR mutually agree to extend the Agreement for the option year effective July 1, 2003 through June 30, 2004 and amend the following sections as follows:

1. Section 1.0, **APPLICABLE DOCUMENTS**, Subsection 1.2 is amended in part to read as follows:

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P-1, P-2, P-3, P-4, P-5, P-6, P-7, P-8, P-9, P-10, Q, R, S, T and U set forth below are attached to and incorporated by reference in this Agreement.

2. Section 1.0, **APPLICABLE DOCUMENTS**, Subsection 1.3 is amended to add Exhibit U titled as follows:

Exhibit U -Safely Surrendered Baby Law Fact Sheet

3. Section **3.0, TERM AND TERMINATION**, is amended in part to add Subsection 3.1 as follows:

3.1 If exercised, the one-year extension period shall commence on July 1, 2003 and continue through June 30, 2004 unless terminated earlier as provided in the Agreement.

4. Section **4.0, CONTRACT SUM**, is amended in part to add subsection 4.2.2 as follows:

4.2.2 The Maximum Annual Contract Sum shall not exceed \$ _____ for the one-year extension period effective July 1, 2003 through June 30, 2004.

5. Section **9.0, GENERAL INSURANCE REQUIREMENTS**, is amended in part to add Subsection 9.7 as follows:

9.7 A COUNTY program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist CONTRACTOR/Subcontractor(s) in obtaining affordable liability insurance. The SPARTA Program is administered by the COUNTY's insurance broker, Municipality Insurance Services, Inc. For additional information, CONTRACTOR/Subcontractor may call 800 420-0555 or contact SPARTA through their e-mail address: /<http://www.2sparta.com/>.

6. Section **10.0, INSURANCE COVERAGE REQUIREMENTS**, is amended in part to read:

10.7. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$3 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

10.8. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

NOTE: Automobile Liability insurance is not required from CONTRACTOR or Subcontractor(s) who do not transport clients or use an automobile in the performance of any Contract services/requirements. Notwithstanding any provision contained in this Agreement, CONTRACTOR and Subcontractor(s) shall be required to maintain all automobile insurance requirements required by state law.

10.9. Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act,

Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

NOTE: Worker's Compensation and Employer's Liability insurance is not required from CONTRACTOR or Subcontractor(s) who are a sole proprietor or is otherwise not required to maintain such insurance by state law.

10.10. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

10.11. Property Coverage: Such insurance shall be endorsed naming the COUNTY of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

Personal Property: Automobiles and Mobile Equipment – Special form ("all risk") coverage for the actual cash value of COUNTY-owned or leased property.

Real Property and All Other Personal Property – Special form ("all-risk") coverage for the full replacement value of COUNTY-owned or leased property.

NOTE: Property Coverage is not required from CONTRACTOR or Subcontractor(s) who are not entrusted with COUNTY owned or leased property.

10.12. Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Agreement, and naming the COUNTY as loss payee.

Employee Dishonesty:	\$ 100,000
Forgery or Alteration:	\$ 100,000
Theft, Disappearance and Destruction:	\$ 100,000
Computer Fraud:	\$ 100,000
Burglary and Robbery:	\$ 100,000

7. Section 58.0, **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**, is added to read as follows:

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit U of this contract and is also available on the Internet at www.babysafela.org for printing purposes.

8. Section 59.0, **CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**, is added to read as follows:

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

9. Exhibit A, **STATEMENT OF WORK**, is amended to read as follows prior to the INTRODUCTION:

PREAMBLE

For nearly a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY's contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The COUNTY of Los Angeles' Vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that

promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan, which includes the five following goals: 1) Service Excellence, 2) Workforce Excellence, 3) Organizational Effectiveness, 4) Fiscal Responsibility, and 5) Children and Families' Well-Being. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the COUNTY's outcomes of well-being for children and families, consensus has emerged among COUNTY and community leaders that making substantial improvements in integrating the COUNTY's health and human services system is necessary to significantly move toward achieving these outcomes. The COUNTY has also established the values and goals for guiding this effort to integrate the health and human services delivery system.

The COUNTY, its clients, contracting partners, and the community are working together to develop practical ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

- **Personal Service Delivery**

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

- **Service Access**

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

- **Service Environment**

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. SIGNATURES BELOW INDICATE ACCEPTANCE AND AGREEMENT TO THIS AMENDMENT.

**AMENDMENT NUMBER FIVE TO COMMUNITY FAMILY PRESERVATION
NETWORK SERVICES AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND
_____ FOR CONDUCT AND ADMINISTRATION OF
COMMUNITY FAMILY PRESERVATION NETWORK SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number Five to be subscribed on its behalf by the Director of the Department of Children and Family Services, the Director of Mental Health, and the Chief Probation Officer and the CONTRACTOR has subscribed the same through its authorized officers, the day, month and year first above written. The persons signing on behalf of CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

CONTRACTOR

DAVID SANDERS, PH.D.
DIRECTOR, DEPARTMENT OF
CHILDREN AND FAMILY SERVICES

BY _____

PRINT OR TYPE NAME

MARVIN J. SOUTHARD
DIRECTOR, DEPARTMENT OF
MENTAL HEALTH

TITLE

RICHARD SHUMSKY
CHIEF PROBATION OFFICER
PROBATION DEPARTMENT

BY _____

PRINT OR TYPE NAME

APPROVED AS TO FORM BY THE
OFFICE OF COUNTY COUNSEL
LLOYD W. PELLMAN, County Counsel

TITLE

Senior Deputy County Counsel

TAX ID NUMBER _____

AMENDMENT NUMBER TWO

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

FOR

**COMMUNITY FAMILY PRESERVATION
NETWORK SERVICES**

**AMENDMENT NUMBER TWO
TO COMMUNITY FAMILY PRESERVATION NETWORK SERVICES
AGREEMENT WITH**

THIS AMENDMENT NUMBER TWO ("Amendment") TO COMMUNITY FAMILY PRESERVATION NETWORK SERVICES AGREEMENT, ADOPTED BY THE BOARD OF SUPERVISORS ON JANUARY 22, 2002 ("Agreement"), IS MADE AND ENTERED INTO BY AND BETWEEN THE COUNTY OF LOS ANGELES, ("COUNTY") AND _____ ("CONTRACTOR") FOR CONDUCT AND ADMINISTRATION OF COMMUNITY FAMILY PRESERVATION NETWORK SERVICES THIS _____ DAY OF _____ 2003.

WHEREAS, the purpose of this Amendment is to exercise the option year as provided in the Agreement and to increase the Maximum Contract Sum to compensate CONTRACTOR for services performed during the option year; and

WHEREAS, the County of Los Angeles Board of Supervisors has delegated the authority to the Director of the Department of Children and Family Services, the Director of the Department of Mental Health and the Chief Probation Officer to exercise the option to extend the Agreement for one year,

NOW THEREFORE, COUNTY and CONTRACTOR mutually agree to extend the Agreement for the option year effective July 1, 2003 through June 30, 2004 and amend the following sections as follows:

1. Section 1.0, **APPLICABLE DOCUMENTS**, Subsection 1.2 is amended in part to read as follows:

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P-1, P-2, P-3, P-4, P-5, P-6, P-7, P-8, P-9, P-10, Q, R, S, T and U set forth below are attached to and incorporated by reference in this Agreement.

2. Section 1.0, **APPLICABLE DOCUMENTS**, Subsection 1.3 is amended to add Exhibit U titled as follows:

Exhibit U -Safely Surrendered Baby Law Fact Sheet

3. Section **3.0, TERM AND TERMINATION**, is amended in part to add Subsection 3.1 as follows:

3.1 If exercised, the one-year extension period shall commence on July 1, 2003 and continue through June 30, 2004 unless terminated earlier as provided in the Agreement.

4. Section **4.0, CONTRACT SUM**, is amended in part to add subsection 4.2.2 as follows:

4.2.2 The Maximum Annual Contract Sum shall not exceed \$ _____ for the one-year extension period effective July 1, 2003 through June 30, 2004.

5. Section **9.0, GENERAL INSURANCE REQUIREMENTS**, is amended in part to add Subsection 9.7 as follows:

9.7 A COUNTY program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist CONTRACTOR/Subcontractor(s) in obtaining affordable liability insurance. The SPARTA Program is administered by the COUNTY's insurance broker, Municipality Insurance Services, Inc. For additional information, CONTRACTOR/Subcontractor may call 800 420-0555 or contact SPARTA through their e-mail address: /<http://www.2sparta.com/>.

6. Section **10.0, INSURANCE COVERAGE REQUIREMENTS**, is amended in part to read:

10.1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$3 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

10.2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

NOTE: Automobile Liability insurance is not required from CONTRACTOR or Subcontractor(s) who do not transport clients or use an automobile in the performance of any Contract services/requirements. Notwithstanding any provision contained in this Agreement, CONTRACTOR and Subcontractor(s) shall be required to maintain all automobile insurance requirements required by state law.

10.3. Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act,

Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

NOTE: Worker's Compensation and Employer's Liability insurance is not required from CONTRACTOR or Subcontractor(s) who are a sole proprietor or is otherwise not required to maintain such insurance by state law.

- 10.4. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.
- 10.5. Property Coverage: Such insurance shall be endorsed naming the COUNTY of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

Personal Property: Automobiles and Mobile Equipment – Special form (“all risk”) coverage for the actual cash value of COUNTY-owned or leased property.

Real Property and All Other Personal Property – Special form (“all-risk”) coverage for the full replacement value of COUNTY-owned or leased property.

NOTE: Property Coverage is not required from CONTRACTOR or Subcontractor(s) who are not entrusted with COUNTY owned or leased property.

- 10.6. Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Agreement, and naming the COUNTY as loss payee.

Employee Dishonesty:	\$ 100,000
Forgery or Alteration:	\$ 100,000
Theft, Disappearance and Destruction:	\$ 100,000
Computer Fraud:	\$ 100,000
Burglary and Robbery:	\$ 100,000

7. Section 58.0, **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**, is added to read as follows:

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit U of this contract and is also available on the Internet at www.babysafela.org for printing purposes.

8. Section 59.0, **CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**, is added to read as follows:

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

9. Exhibit A, **STATEMENT OF WORK**, is amended to read as follows prior to the INTRODUCTION:

PREAMBLE

For nearly a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY's contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The COUNTY of Los Angeles' Vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families,

business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan, which includes the five following goals: 1) Service Excellence, 2) Workforce Excellence, 3) Organizational Effectiveness, 4) Fiscal Responsibility, and 5) Children and Families' Well-Being. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the COUNTY's outcomes of well-being for children and families, consensus has emerged among COUNTY and community leaders that making substantial improvements in integrating the COUNTY's health and human services system is necessary to significantly move toward achieving these outcomes. The COUNTY has also established the values and goals for guiding this effort to integrate the health and human services delivery system.

The COUNTY, its clients, contracting partners, and the community are working together to develop practical ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following **Customer Service And Satisfaction Standards** in support of improving outcomes for children and families.

▪ **Personal Service Delivery**

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

▪ **Service Access**

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

▪ **Service Environment**

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. SIGNATURES BELOW INDICATE ACCEPTANCE AND AGREEMENT TO THIS AMENDMENT.

**AMENDMENT NUMBER TWO TO COMMUNITY FAMILY PRESERVATION
NETWORK SERVICES AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND
_____ FOR CONDUCT AND ADMINISTRATION OF
COMMUNITY FAMILY PRESERVATION NETWORK SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number Two to be subscribed on its behalf by the Director of the Department of Children and Family Services, the Director of Mental Health, and the Chief Probation Officer and the CONTRACTOR has subscribed the same through its authorized officers, the day, month and year first above written. The persons signing on behalf of CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

CONTRACTOR

DAVID SANDERS, PH.D.
DIRECTOR, DEPARTMENT OF
CHILDREN AND FAMILY SERVICES

BY _____

PRINT OR TYPE NAME

MARVIN SOUTHARD
DIRECTOR, DEPARTMENT OF
MENTAL HEALTH

TITLE

RICHARD SHUMSKY
CHIEF PROBATION OFFICER
PROBATION DEPARTMENT

BY _____

PRINT OR TYPE NAME

APPROVED AS TO FORM BY THE
OFFICE OF COUNTY COUNSEL
LLOYD W. PELLMAN, County Counsel

TITLE

TAX ID NUMBER _____

Senior Deputy County Counsel

AMENDMENT NUMBER THREE

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

FOR

**COMMUNITY FAMILY PRESERVATION
NETWORK SERVICES**

**AMENDMENT NUMBER THREE
TO COMMUNITY FAMILY PRESERVATION NETWORK SERVICES
AGREEMENT WITH**

THIS AMENDMENT NUMBER THREE ("Amendment") TO COMMUNITY FAMILY PRESERVATION NETWORK SERVICES AGREEMENT, ADOPTED BY THE BOARD OF SUPERVISORS ON JANUARY 22, 2002 ("Agreement"), IS MADE AND ENTERED INTO BY AND BETWEEN THE COUNTY OF LOS ANGELES, ("COUNTY") AND _____ ("CONTRACTOR") FOR CONDUCT AND ADMINISTRATION OF COMMUNITY FAMILY PRESERVATION NETWORK SERVICES THIS _____ DAY OF _____ 2003.

WHEREAS, the purpose of this Amendment is to exercise the option year as provided in the Agreement and to increase the Maximum Contract Sum to compensate CONTRACTOR for services performed during the option year; and

WHEREAS, the County of Los Angeles Board of Supervisors has delegated the authority to the Director of the Department of Children and Family Services, the Director of the Department of Mental Health and the Chief Probation Officer to exercise the option to extend the Agreement for one year,

NOW THEREFORE, COUNTY and CONTRACTOR mutually agree to extend the Agreement for the option year effective July 1, 2003 through June 30, 2004 and amend the following sections as follows:

1. Section 1.0, **APPLICABLE DOCUMENTS**, Subsection 1.2 is amended in part to read as follows:

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P-1, P-2, P-3, P-4, P-5, P-6, P-7, P-8, P-9, P-10, Q, R, S, T and U set forth below are attached to and incorporated by reference in this Agreement.

2. Section 1.0, **APPLICABLE DOCUMENTS**, Subsection 1.3 is amended to add Exhibit U titled as follows:

Exhibit U -Safely Surrendered Baby Law Fact Sheet

3. Section **3.0, TERM AND TERMINATION**, is amended in part to add Subsection 3.1 as follows:

3.1 If exercised, the one-year extension period shall commence on July 1, 2003 and continue through June 30, 2004 unless terminated earlier as provided in the Agreement.

4. Section **4.0, CONTRACT SUM**, is amended in part to add subsection 4.2.2 as follows:

4.2.2 The Maximum Annual Contract Sum shall not exceed \$ _____ for the one-year extension period effective July 1, 2003 through June 30, 2004.

5. Section **9.0, GENERAL INSURANCE REQUIREMENTS**, is amended in part to add Subsection 9.7 as follows:

9.7 A COUNTY program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist CONTRACTOR/Subcontractor(s) in obtaining affordable liability insurance. The SPARTA Program is administered by the COUNTY's insurance broker, Municipality Insurance Services, Inc. For additional information, CONTRACTOR/Subcontractor may call 800 420-0555 or contact SPARTA through their e-mail address: /<http://www.2sparta.com/>.

6. Section **10.0, INSURANCE COVERAGE REQUIREMENTS**, is amended in part to read:

10.1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$3 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

10.2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

NOTE: Automobile Liability insurance is not required from CONTRACTOR or Subcontractor(s) who do not transport clients or use an automobile in the performance of any Contract services/requirements. Notwithstanding any provision contained in this Agreement, CONTRACTOR and Subcontractor(s) shall be required to maintain all automobile insurance requirements required by state law.

10.3. Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act,

Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

NOTE: Worker's Compensation and Employer's Liability insurance is not required from CONTRACTOR or Subcontractor(s) who are a sole proprietor or is otherwise not required to maintain such insurance by state law.

10.4. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

10.5. Property Coverage: Such insurance shall be endorsed naming the COUNTY of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

Personal Property: Automobiles and Mobile Equipment – Special form (“all risk”) coverage for the actual cash value of COUNTY-owned or leased property.

Real Property and All Other Personal Property – Special form (“all-risk”) coverage for the full replacement value of COUNTY-owned or leased property.

NOTE: Property Coverage is not required from CONTRACTOR or Subcontractor(s) who are not entrusted with COUNTY owned or leased property.

10.6. Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Agreement, and naming the COUNTY as loss payee.

Employee Dishonesty:	\$ 100,000
Forgery or Alteration:	\$ 100,000
Theft, Disappearance and Destruction:	\$ 100,000
Computer Fraud:	\$ 100,000
Burglary and Robbery:	\$ 100,000

7. Section 58.0, **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**, is added to read as follows:

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit U of this contract and is also available on the Internet at www.babysafela.org for printing purposes.

8. Section 59.0, **CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**, is added to read as follows:

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

9. Exhibit A, **STATEMENT OF WORK**, is amended to read as follows prior to the INTRODUCTION:

PREAMBLE

For nearly a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY's contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The COUNTY of Los Angeles' Vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families,

business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan, which includes the five following goals: 1) Service Excellence, 2) Workforce Excellence, 3) Organizational Effectiveness, 4) Fiscal Responsibility, and 5) Children and Families' Well-Being. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the COUNTY's outcomes of well-being for children and families, consensus has emerged among COUNTY and community leaders that making substantial improvements in integrating the COUNTY's health and human services system is necessary to significantly move toward achieving these outcomes. The COUNTY has also established the values and goals for guiding this effort to integrate the health and human services delivery system.

The COUNTY, its clients, contracting partners, and the community are working together to develop practical ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following **Customer Service And Satisfaction Standards** in support of improving outcomes for children and families.

▪ **Personal Service Delivery**

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

▪ **Service Access**

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

▪ **Service Environment**

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. SIGNATURES BELOW INDICATE ACCEPTANCE AND AGREEMENT TO THIS AMENDMENT.

**AMENDMENT NUMBER THREE TO COMMUNITY FAMILY PRESERVATION
NETWORK SERVICES AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND
_____ FOR CONDUCT AND ADMINISTRATION OF
COMMUNITY FAMILY PRESERVATION NETWORK SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number Three to be subscribed on its behalf by the Director of the Department of Children and Family Services, the Director of Mental Health, and the Chief Probation Officer and the CONTRACTOR has subscribed the same through its authorized officers, the day, month and year first above written. The persons signing on behalf of CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

CONTRACTOR

DAVID SANDERS, PH.D.
DIRECTOR, DEPARTMENT OF
CHILDREN AND FAMILY SERVICES

BY _____

PRINT OR TYPE NAME

MARVIN SOUTHARD
DIRECTOR, DEPARTMENT OF
MENTAL HEALTH

TITLE

RICHARD SHUMSKY
CHIEF PROBATION OFFICER
PROBATION DEPARTMENT

BY _____

PRINT OR TYPE NAME

APPROVED AS TO FORM BY THE
OFFICE OF COUNTY COUNSEL
LLOYD W. PELLMAN, County Counsel

TITLE

Senior Deputy County Counsel

TAX ID NUMBER _____

No shame No blame No names

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**

**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**

State of California Gray Davis, Governor Health and Human Services Agency Grantland Johnson, Secretary Department of Social Services Rita Saenz, Director	Los Angeles County Board of Supervisors Gloria Molina, Supervisor, First District Yvonne Brathwaite Burke, Supervisor, Second District Zev Yaroslavsky, Supervisor, Third District Don Knabe, Supervisor, Fourth District Michael D. Antonovich, Supervisor, Fifth District
---	---

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardino Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

**Every baby deserves a chance for a healthy life.
If someone you know is considering abandoning
a newborn, let her know there are other options.**

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County Hospital ER or fire station.